

AG Contract No. KR04-0851TRN  
ADOT ECS File No.: JPA 04-049  
Project: 10-C-312  
TRACS No. 010 MA 145 H6328 01C  
Section: Freeway Sign Re-HAB Project  
I-10 3rd Street to Jct. US (60)  
BUDGET SOURCE ITEM # 13203

113645

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF PHOENIX  
SKY HARBOR AVIATION DEPARTMENT

THIS AGREEMENT is entered into 4 November, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and THE CITY OF PHOENIX SKY HARBOR AVIATION DEPARTMENT acting by and through its CITY MANAGER and CITY COUNCIL (the "City"). (Collectively referred to as the "parties")

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State
2. The City is empowered by City Charter Chapter II, Section 2 i. to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The State, is currently replacing existing signs ("Rehabilitation Signage Project") within State's right-of-way on the I-10 freeway main line, freeway ramps, and Frontage Road between 3rd Street and Junction US 60. The State and the City have agreed upon changes to the freeway signage surrounding Sky Harbor International Airport within the State's right-of-way, as shown in Exhibit A, attached hereto and made a part hereof, to direct traffic to and from the Rental Car Center ("RCC") that is to be opened in October of 2005 ("RCC Signage Project"). The State and the City are in Agreement to combine signage projects to directing the airport arrival and departure passenger traffic to and from the Rental Car Center (RCC) located at the Phoenix Sky Harbor Airport, collectively hereinafter referred to as the "Project". The purpose of this Agreement is to define each party's responsibilities.

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THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 27192  
Filed with the Secretary of State  
Date Filed: 11/04/04

Janice K. Brewer  
Secretary of State

By: Timothy D. Greenwald

## **II. SCOPE OF WORK**

### **1. The State Will:**

a. Invoice the City 30%, 60% and 10% of \$448,000.00 for the design and installation costs of the RCC Signage Project. (30% at design stage, 60% at bid advertisement stage, and 10% at completion of the Project).

b. Provide design plans, specifications and such other documents and services required for construction bidding and construction of the rehabilitation signage program. Incorporate or resolve City's comments.

c. Advertise, call for bids and award one or more construction contracts to accomplish the Project, administer same and make all payments to the contractor. Confer with, and obtain written consent from the City on any Project related contract modifications. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the State.

d. Be responsible for the scheduling of the Project to complete the RCC Signage Project September 1, 2005.

e. Be responsible as part of the States normal practice for the routine maintenance of RCC signs within the State's right-of-way.

### **2. The City Will:**

a. Be responsible for the design and installation costs for the RCC Signage Project

b. Remit to the State in the amount of \$134,400 at design stage for 30% of the cost, \$268,800.00 at the bid advertisement stage for 60% of the cost and 10% at completion of the RCC Signage Project cost in an amount of \$44,800.00 upon receipt of an invoice from the State.

c. Review the design documents and provides comments.

d. Be responsible for any design consultant and contractor claims for additional compensation caused by Project delays attributable to the City

## **III. MISCELLANEOUS PROVISIONS**

1. This Agreement shall remain in force and effect until completion of the RCC Signage Project and payment by the City. However, the State will continue to provide maintenance to the signs within the State's right-of-way, as part of its normal practice. This Agreement may be cancelled at any time prior to the award of the project construction contract, upon (30) days-written notice to the either party

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement and both the City and the State shall be afforded the rights, interests and privileges as provided therein, provided however, that should the City make a reasonable request to inspect the records of the State relating to this Project, such records will be produced at a time and location convenient to both parties.

5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination"

6. Every payment obligation of the State and City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or the City as applicable at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State and City shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 as applicable.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue - 616E  
Phoenix, AZ 85007

City of Phoenix Aviation Department  
Attn: Tamie Fisher  
Business and Properties Division  
3400 East Sky Harbor Boulevard, Suite 3300  
Phoenix, AZ 85034-4405

9. It is understood and agreed to that this Agreement may be amended in writing when deemed necessary by both parties.

10. Pursuant with Arizona revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**CITY OF PHOENIX, an Arizona Municipal Corporation**, Frank Fairbanks, City Manager

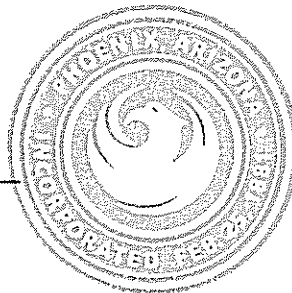
By Carl O. Newman for  
DAVID CAVAZOS, A.A.E.  
Acting Aviation Director

**STATE OF ARIZONA**  
Department of Transportation

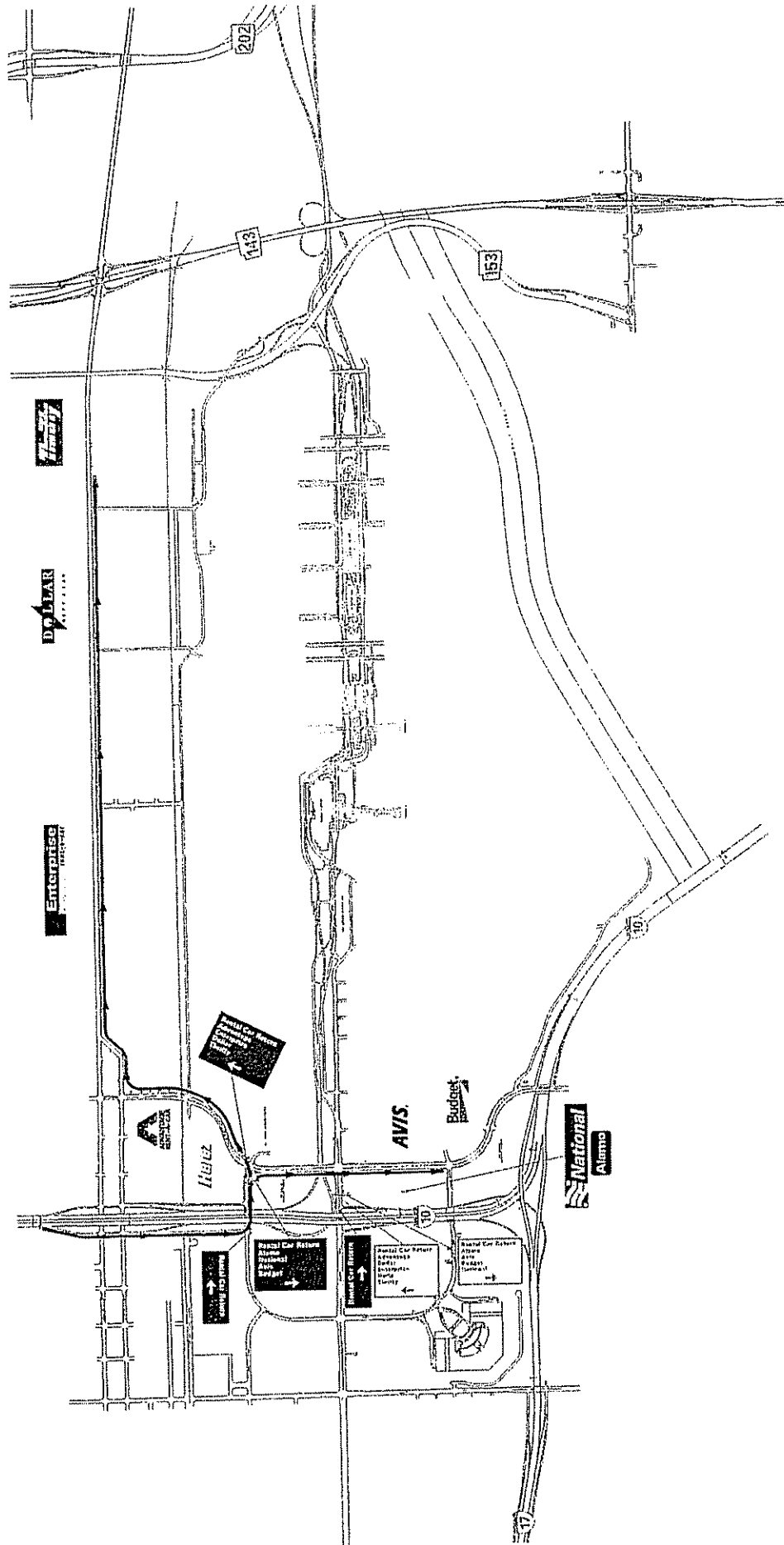
By Michael P. Manthey  
MICHAEL P. MANTHEY, P.E.  
State Traffic Engineer

ATTEST:

By Vicky Miel  
VICKY MIEL  
City Clerk



CITY CLERK DEPT.  
2004 OCT 26 PM 1:46



RCC TEMPORARY SIGNING CONCEPT

# **EXHIBIT B**

## **Scope of Work City of Phoenix RCC Signage Project**

### **I-10, 3<sup>rd</sup> Street to Jct. US 60 Freeway Sign Rehabilitation Project ADOT Project No: 10-C-312 ADOT Tracts No: 010 MA 145 H6328 01C**

**Estimated Costs:** As part of the development of this scope, a preliminary cost estimate was developed by ADOT Traffic and their on-call design consultant. The necessary budget amount of \$448,000.00 to implement the scope of work for the City of Phoenix RCC Signage Project within the ADOT right-of-way as identified at the milepost locations along the interstate freeway system as indicated below.

The Scope of Work and necessary amount of \$448,000.00 to implement the RCC signage project includes the installation of 20 guide signs and 22 sign symbol plaques (see the list below for milepost locations). The estimate also includes two sign bridge structures and foundations, one cantilever sign structure and foundation, all ground mount materials (posts, foundation, hardware), sign removals, traffic control, mobilization, construction engineering, and design fees.

#### **Guide Signs**

##### **I-10**

|          |         |
|----------|---------|
| E147.11  | W149.11 |
| E147.59a | W149.40 |
| E147.59b | W149.67 |
| E147.97  | W154.46 |

**SR 51**  
S51-1

**SR 202 East Airport Connector**  
W143-1

**I-10 Washington EB Exit**  
C148A-57  
C148B-60a

**I-10 EB Frontage Road**  
C149-33  
C149-26  
C149-30

**I-10 Buckeye Road WB Exit**  
C149B-2  
C149B-41  
C149B-43

**I-10 24<sup>th</sup> Street WB Exit**  
C-150B-20

**I-17 Exit Ramp**  
C195-1

## EXHIBIT B

### Sign Symbol Plaques

#### I-10

2 @ W149.91  
2 @ W150.26  
2 @ W150.97  
W153.99  
W154.23

#### I-17

W194.83  
W195.39  
W195.69

#### SR 202

2 @ W0.62  
2 @ W0.82  
2 @ W1.10  
2 @ W1.33

#### I-10 Washington EB Exit

C148A-36  
C148B-28  
C148B-60b

ORDINANCE NO. S-31022

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO PROVIDE DIRECTIONAL FREEWAY SIGNS FOR THE NEW RENTAL CAR CENTER AT PHOENIX SKY HARBOR INTERNATIONAL AIRPORT; SETTING FORTH SOME TERMS AND CONDITIONS OF THE AGREEMENT; AND FURTHER AUTHORIZING THE CITY CONTROLLER TO DISBURSE THE NECESSARY FUNDS.

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BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager is authorized to negotiate and execute an intergovernmental agreement (Agreement) with the Arizona Department of Transportation (ADOT) to provide directional freeway signs for the new Rental Car Center (RCC) at Phoenix Sky Harbor International Airport.

SECTION 2. That the Agreement will include the following terms and conditions:

A. ADOT will complete the design, installation, and future maintenance of all signs associated with the RCC within ADOT rights-of-way.

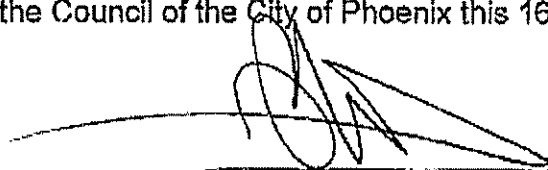
B. The installation of the new signs or modification of the existing signs will be completed by October 2005.

C. The City of Phoenix will pay ADOT FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00).

D. The Agreement shall contain other terms and conditions as deemed necessary or convenient by the City Manager.

SECTION 3. That the City Controller is authorized and directed to disburse the necessary funds as authorized by this Ordinance.

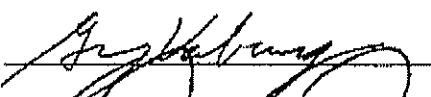
PASSED by the Council of the City of Phoenix this 16<sup>th</sup> day of June, 2004.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ACTING  
City Attorney *cc*

REVIEWED BY:  
  
\_\_\_\_\_  
City Manager

CITY CLERK DEPT.  
2004 JUN 14 AM 7:47

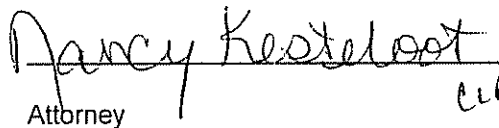
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ATTORNEY APPROVAL FORM  
FOR THE CITY OF PHOENIX SKY HARBOR  
AVIATION DEPARTMENT

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the City of Phoenix Sky Harbor Aviation Department, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declare this agreement to be in proper form and within the powers and authority granted to the Sky Harbor Aviation Department under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 12<sup>th</sup> day of October, 2004.

  
Attorney clb



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR04-0851TRN (**JPA 04-049**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: November 1, 2004

TERRY GODDARD  
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section